

**VENDOR TERMS OF AGREEMENT  
FOR BOOTH SPACE RESERVATION (Please retain for your reference)**

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**2006 MUDTOWN DAYS – June 2nd & June 3rd  
FESTIVAL**

**HOURS OF OPERATION:**

12:00 p.m. to 10:00 p.m. on Friday

9:00 a.m. to 10:00 p.m. on Saturday

- A. EVENT TIME FRAME: All must be set up on the event day/time as so indicated on the application/contract form. Dismantling or depletion of Vendor booths in any way shall not take place before the indicated day/time without advance approval of the Mudtown Festival Board.
- B. COMPLETION OF RESERVATION AGREEMENT FORM: The Booth Space Reservation Agreement form must be completed in full and must include a check for the booth rental fee and electric charges (if required), and any other documents requested. Application for space and its acceptance constitutes a contract to use the space assigned. The Mudtown Days Board retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges his agreement to these rules and regulations by payment of exhibit space fee and signature on the registration application. Upon acceptance of the application, the Vendor will be informed either by phone, letter, or e-mail. Please make check payable to City of Lowell Mudtown Days. Please mail to City of Lowell, Attention: Special Events Coordinator, P.O. Box 979, Lowell, AR 72745.
- C. VENDOR BOOTH SPACE SIZE AND CONSTRUCTION: All installations constructed by the Vendor must fit within an area of approximately 25 X 15 feet wide unless otherwise noted on application form, and shall be subject to approval of the Mudtown Festival Board. Vendors will supply all items needed to construct and operate their area (tents, extension cords, tables, ladders, rope, signage, etc.). Additional space will require an additional fee. Canopies must be staked to the ground. Only one Vehicle or Trailer is allowed.
- D. VENDOR SET UP: Unless advance, written consent has been granted through the Mudtown Festival Board, Vendors may begin setting up their booth at 12:00 p.m. Thursday, June 1, 2006, and must be completely ready for operation by 12:00 p.m. Friday. Vendors will have all vehicles removed from the Mudtown Days area by 12:00 p.m. on Friday. No vehicles will be allowed in the Festival area until 9:00 p.m. Saturday (Vehicles allowed on approved basis only). The Vendor's complete cooperation with the Mudtown Days Committee and Volunteers on this point is expected.
- E. RAIN OUT POLICY: In the event of inclement weather, the Mudtown Festival Board will assess the situation and determine if it is necessary to close down booths at the festival and call rain-out. Vendors will be informed if this is the case by the Mudtown Days staff. No refunds will be made due to weather conditions.

- F. VENDOR PARKING: Due to limited space available in the downtown area of Lowell, there are no special provisions for Vendor vehicles or RV parking. Vendors will also not be allowed to stay on the premises at night; therefore, the Vendor must make offsite-sleeping arrangements.
- G. SECURITY: A security guard will be on duty Friday night beginning at 10:00 pm until 9:00 am Saturday morning. The guard is expected to be a deterrent to vandalism and theft; however, the Mudtown Festival Board assumes no liability for any asserted losses. Vendor equipment and merchandise may remain on site overnight at your own risk.
- H. VENDOR TEAR-DOWN: Vendors will remove all trash, property and all structures placed on the space by 12 noon Sunday morning, June 4th and will surrender their space in the same condition, except for the natural wear and tear and damage resulting from this contract, as at the beginning thereof.
- I. ELECTRICITY: Vendors will not use any more electricity than that which is indicated on this application/contract and approved by the Mudtown Festival Board. (Please, no last minute coffee pots!) *No electrical generators will be allowed without advance written consent of the Mudtown Days Board.*
- J. WATER: The Mudtown Days Festival has water available to all participants. There are no direct hook-ups available without advance written consent from the Mudtown Festival Board. Vendors must supply their own method of water transportation as needed.
- K. ICE: As a service to Vendors, the Mudtown Festival Committee will sell and deliver Ice to all Vendors upon request from a central location within the Festival site.
- L. TRASH REMOVAL: All trash generated by Vendors must be disposed of in a timely manner in the dumpsters provided throughout the day and before leaving the Mudtown Days site each day. Vendors are not permitted to use the lined trash boxes located within the festival area.
- M. NON-TRANSFER OF SPACE: Vendors may not transfer or sublet their space or any part thereof to permit the same to be used by any other person without the prior written consent of the Mudtown Festival Board.
- N. ACCESS: The Mudtown Festival Board/Volunteers shall have full access to the space covered by this contract at all times during the festival.

- O. LIABILITY: Vendors will indemnify and hold the Mudtown Days Festival and City of Lowell harmless from all costs, losses, damages, or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act or omission of Vendor, their employees, agents or other representatives. The Mudtown Festival Board and the City of Lowell, volunteers, or members, shall not be held responsible for any loss or damage due to theft, fire, accident or other causes, but will use reasonable care to protect the Vendor from such loss.
- P. CONTRACT TERMINATION: The Mudtown Festival Board expressly reserves the right to terminate the reservation/agreement granted hereunder at any time without liability upon the refund of the fee paid herewith. No refunds, regardless of weather, will be made.
- Q. COMPLIANCE WITH TERMS OF CONTRACT: Vendors, their representative, agents and employees will comply with all general rules and regulations prescribed by the Mudtown Festival Board. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.
- R. RIGHT OF REFUSAL: The Mudtown Festival Board reserves the exclusive and discretionary right to decline applications for Vendor space reservations in general and in these instances in particular: failure to meet deadline for application, failure to provide a photo of Vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Mudtown Days Purpose or desired image. Again, the Mudtown Days Festival is a family oriented event and the sale of any kind of harmful or offensive materials are prohibited. The decision of the Mudtown Days Festival is final.
- S. SALES TAX: All For-Profit Vendors at Mudtown Days Festival must collect Arkansas/Benton County/City of Lowell (9%) sales tax on taxable sales regardless of whether or not they have a sales permit. The Mudtown Festival Committee is responsible for collecting tax reports for the event and tax from the non-permitted Vendors and then remitting all collection to DF & A within 30 days from the end of the event. Mudtown Days is not responsible for uncollected tax. Permitted vendors must report and remit as usual.
- T. NO OPEN FLAMES: No grills, no gasoline, no combustible materials or liquids.
- U. VENDOR SPACE: Cost is \$40.00 for a space 25 X 15 feet – one vehicle (car or trailer).
- V. SHARING A BOOTH: If two separate exhibitors are sharing a booth, each person must complete an application. (There is a \$10.00 additional fee for booth space shared by separate exhibitors.) Shared spaces must submit applications mailed in stapled together (excluding husband and wife).
- W. COMMISSIONS: Must be turned in at the end of each day at the Festival Office. Sales are monitored through out the festival and any exhibitor not paying true commission on gross daily sales will not be permitted in future festivals.

CITY OF LOWELL  
January 10, 2006

Vendor Application  
2006



Name of Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State,  
Zip \_\_\_\_\_

Day Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

Please enclose the following with your application:

- Copy of current Health Certificate (Food Vendors).
- Copy of current Arkansas State Sales Tax Permit
- Copy of current Certificate of Insurance.
- Description of Food Items to be sold. Pictures if available.
- Check payment in the amount of \$40.00 for each space.
- Payment of \$20.00 for electric (limited) \_\_\_\_\_ 110 or \_\_\_\_\_ 220.
- Additional payment of \$10.00 for shared booth space.
- Units will be inspected at site according to code. A local electrician will be available (at an hourly rate) if repairs are needed.

Event(s) you are interested in:

Mudtown Days \_\_\_\_\_  
June 2nd & 3rd, 2006

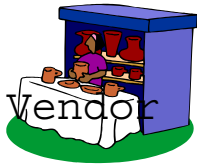
Fall Festival \_\_\_\_\_  
October 20<sup>th</sup> & 21<sup>st</sup>, 2006

Submit Applications to: City of Lowell  
P.O. Box 979  
Lowell, AR 72745

Special Events (479)770-2185

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